REMARKS

Claims 1-44 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Objection under 37 CFR 1.75(c):

The Examiner objected to claims 28, 40, and 42 under 37 CFR 1.75(c), as allegedly being "of improper dependent form for failing to further limit the subject matter of a previous claim." According to M.P.E.P. 608.01(n)(III), a dependent claim may be in a different statutory class than the independent claim from which it depends. *See* M.P.E.P. 608.01(n)(III), which states, "The fact that the independent and dependent claims are in different statutory classes does not, in itself, render the latter improper." **The Examiner has not explained why the above-quoted portion of M.P.E.P. 608.01(n)(III) does not apply.** Therefore, the rejection is improper.

Furthermore, the objected dependent claims clearly do in fact "further limit the subject matter of a previous claim." For example claim 1 does not require a computer-readable storage medium storing program instructions, whereas claim 28 does.

Section 103(a) Rejection:

The Examiner rejected claims 1-44 under 35 U.S.C. § 103(a) as allegedly unpatentable over Lustig et al. (U.S. Publication 2002/0002531) (hereinafter "Lustig") in view of Seymour et al. (U.S. Patent 6,871,190) (hereinafter "Seymour"). Applicant respectfully traverses this rejection for at least the reasons given below.

Claim 1

Neither Lustig, nor Seymour, in any combination, teach or suggest *receiving information indicating one or more default standards for a purchaser, wherein said*

default standards specify ***product or service characteristics*** *that are preferred by said purchaser, and* ***subsequent to said receiving****, detecting an issuance of a commitment to purchase, by said purchaser, said product or service according to initial terms of sale.*

The Examiner submits, "the 'Offer 1 (original offer) includes product ID, price 1, good quality', is equivalent to 'default standards specify product or service characteristics that are preferred by said purchaser'." (Final Action, September 15, 2010, p. 3) The Examiner further submits, "note that the original offer and the selected indicator submitted by the user is considered equivalent to the default standard for a purchaser in the claimed invention." (Final Action, September 15, 2010, p. 7) Note that Applicant's claim draws a clear **distinction** between *receiving information indicating default standards for a purchaser* **and** *detecting an issuance of a commitment to purchase.* Applicant's claim recites ***subsequent to*** *said receiving information indicating default standards for a purchaser, detecting an issuance of a commitment to purchase.* An offer submitted by a user in Lustig **cannot** be equivalent to the claimed default purchasing standards. The default purchasing standards of Applicant's claim are clearly **distinct** and are **received separately** from a commitment to purchase, and, therefore, cannot be any part of a user offer. Moreover, Applicant's claim clearly recites that the default purchasing standards are received **prior to** detecting the issuance of a commitment to purchase, and, therefore cannot be any part of a user offer. Lustig simply does not teach default standards for a purchaser which specify product or service characteristics that are preferred by the purchaser in the manner recited in Applicant's claim.

Furthermore, neither Lustig nor Seymour, in any combination, teach or suggest *comparing terms of sale for sale offers located from said searching to said initial terms of sale* ***and*** *to said* ***default standards*** *and based on said comparing, presenting one of the sale offers located from said searching to the purchaser, wherein the presented sale offer includes said improved terms of sale* ***and*** *meets said* ***default standards****.*

Lustig does not teach default purchasing standards as recited by Applicant's claim, and, therefore **cannot** compare terms of sale for located sale offers to initial terms

of sale **and** to the **default standards** for a purchaser. Furthermore, Lustig merely compares an offer to a different offer, and does not compare the offer to any other standards of any sort, much less default standards as recited in Applicant's claim.

The Examiner relies on the "matching engine" of Lustig, described at paragraphs [0078-0079] of Lustig, which "compares the available offer information with the original offer information to determine whether the better offer is available." Lustig's matching program **only** compares an original offer to an available offer, and does not compare the original offer to any other standards. Lustig evaluates an available offer **solely** on the comparison of details of the available offer to details of the original offer. (Lustig, paragraph [0078]) Furthermore, Lustig does not (and cannot) present a sale offer that includes said improved terms of sale **and** meets default standards. Lusting merely compares the terms of sale offers.

Independent claim 14 recites limitations similar to those discussed above regarding claim 1, and was rejected using similar reasoning. Therefore, the arguments presented above apply similarly to this claim.

Claim 29

Neither Lustig, nor Seymour, in any combination, teach or suggest *in response to determining that said better price is found before said predetermined amount of time expires: purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between said particular price and said better price.*

Note that Applicant's claim recites *purchasing* the item at a better price and *charging* the purchaser a **new** price between the particular price (original purchase price) and the better price (the purchased price). Applicant's claim recites that the **new**, **charged** price is **between** the **particular price** and the **purchased price**. Lustig does not describe *purchasing* an item at a price and *charging* the customer a price that is

different from the purchased price. The Examiner cites an example from Lustig that merely charges a user a price (Offer 2) that is between another offer price (Offer 3) and an original price (Offer 1). Merely charging a user an offer price that is between two other offer prices does not teach *purchasing* the item at a purchase price and *charging* the user a **different** price that is between the purchased price and the user's original purchase price.

Claim 41

Neither Lustig, nor Seymour, in any combination, teach or suggest *intercepting a message over the internet* ***to delay said purchase for a predetermined amount of time,*** *wherein the message includes information regarding the purchaser's commitment to purchase the item or service.*

The Examiner asserts, "intercepting a message over the Internet, wherein the message includes commitment to purchase is well known in the art. Therefore, it would have been obvious … to modify Lustig's [system] in combining with Seymour … for the purpose of providing more efficiency and convenien[ce] in communication over the Internet." (Final Action, September 15, 2010, pp. 10-11) **The Examiner's assertion that "intercepting a message over the Internet, wherein the message includes commitment to purchase is well known in the art" is a completely unfounded assertion and is merely the Examiner's opinion.** The Examiner hasn't cited any prior art that supports the Examiner's contention that it is obvious to intercept a message over the Internet where the message includes commitment to purchase information.

Additionally, the Examiner's rejection does not take into account the full and complete language of Applicant's claim. **The Examiner's rejection does not address the fact that claim 41 recites intercepting a message over the Internet *to delay the purchase for a predetermined amount of time.*** Lustig and Seymour, as admitted by the Examiner, do not mention anything regarding intercepting a message over the Internet to delay the purchase for a predetermined amount of time.

Claim 44

Neither Lustig, nor Seymour, in any combination, teach or suggest *a plurality of broker-agent programs performing* ***multiple searches in parallel*** *for the better price*.

The Examiner asserts that Lustig's "matching programming organizes, stores and retrieves a plurality of available offers from **a matching database**" teaches this feature of Applicant's claim. (Final Action, September 15, 2010, p. 4) (emphasis added) **As admitted by the Examiner**, Lustig teaches retrieving offers from a database, not a plurality of broker-agent programs performing multiple searches in parallel. Offers may be obtained in order to fill a database in numerous ways. The Examiner's contention that retrieving a plurality of offers from a database is "equivalent to" performing multiple searches in parallel is simply incorrect and is clearly unsupported by the cited art.

CONCLUSION

Applicant submits the application is in condition for allowance, and an early notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5596-00301/RCK.

Respectfully submitted,

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